

Collective Negotiations
Agreement Between the
Parking
Authority of the City
Of Jersey City and the
Production Workers Union
Local 148

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ARTICLE I
RECOGNITION

The Parking Authority of the City of Jersey City, hereafter to as the "PARKING AUTHORITY" recognizes the Production Worker Union Local #148, hereafter referred to as the "UNION" or "LOCAL UNION", as the exclusive representative of all office personnel and all supervisory personnel including Executive Supervisor, Clerks, Senior Administrative Assistants, Permit Clerks, Supervisors, Foremen, Captains, Lieutenants, and Sergeants and or any other personnel agreed to by the Authority and Union. Should other higher ranks be established with mutual agreement, those ranks shall also be represented buy the Union.

ARTICLE II

DUES DEDUCTION, AGENCY SHOP AND SHOP STEWARD

- A. All employees covered by this Agreement and employed for a period of ninety (90) days from the date of hire shall join the Union. The Union shall advise the Parking Authority in writing of a members desire to have dues deducted from their pay. The Parking Authority shall make such deductions and transmit the sum so deducted to the Union.
- B. With respect to dues deductions, representation fee deductions, and the demand and return system herein provided, the Union shall indemnify, defend and hold the Parking Authority harmless against any claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the Parking Authority pursuant to the above provisions concerning due deductions and representations fee deductions.
- C. The employees shall elect on Shop Steward and on Assistant Shop Steward every three years. This election shall take place the first week in October. If the Shop Steward is not available, the Assistant Shop Steward shall assume the responsibilities and duties of the Shop Steward.
 - (1) His/her duties shall be the handling of all grievances or disputes arising under this Agreement with representatives of the Parking Authority. He/she will also be charge with the responsibility of guiding employees in accordance with the provisions of this Agreement and proven violations thereof.
 - (2) The Shop Steward shall suffer no loss of pay for time spent in the

investigation, processing or discussion of grievances. Prior notice must be given to the Chief Executive Director of Chief Executive Officer.

- (3) The Shop Steward must notify the Chief Executive Officer at least one (1) hour prior to absence due to Union business. The Shop Steward shall determine what constitutes Union business.
- (4) The employer shall not discriminate against any person because of his membership in the Union or Activity on behalf of the Union or employees, which it represents.
- (5) The employer will provide bulletin boards or permit the use bulletin boards for the use of the Union to post notices of Union business.
- (6) The employer shall allow the use of the telephone for the Shop Steward or Union representative in connection with the handling of grievances under this Agreement.
- (7) The Shop Steward shall have top seniority during his/her term of office, irrespective of his or her actual length of service, for purposes of layoff and recall, as long as he or she is qualified to do the work available. The assistant shop steward shall be listed second in seniority behind only the shop steward.

D. Notwithstanding any other provisions of Article II, it is understood that the Parking Authority shall be required to make dues deductions from the pay of Union Members and transmit said sums as directed to the Union subject to the provisions of N.J.S.A. 34:13A5-5, which requires the authority to deduct a representation fee and submit it to the Union for any covered employee who opts not to participate in the Union.

ARTICLE III

PROBATIONARY PERIOD AND SENIORITY

- A. Parking Authority employees shall be considered probationary for their first ninety (90) days from the date of hire. Probationary employees may be terminated at the discretion of the Parking Authority and such termination shall not be subject to the grievance and arbitration procedure contained in this Agreement. After the expiration of the probationary period an employee may not be discharge, suspended or otherwise disciplined except for just cause as provided in Article XVI, "Discharge, Discipline or Suspension", of this Agreement.
- B. Employees shall acquire seniority after completing their probationary period. Seniority shall be based upon length of continuous service in the bargaining unit, commencing with the date of hire. Seniority shall be lost under the following conditions:
1. The employee resigns, voluntarily or involuntarily, for any reason;
 2. The employee is discharge for just cause;
 3. The employee retires, or is retired;
 4. The employee is on layoff for twelve (12) consecutive months recalled;
 5. The employee is on leave of absence in excess of twelve (12) consecutive months, whether paid or unpaid; or
 6. The employee accepts employment with another employer while on paid unpaid leave of absence from the Parking Authority, except where the Parking Authority grants permission for such employment in advance. Employees on approved paid or unpaid leaves of absence not

exceeding twelve (12) consecutive months' duration shall suffer no loss of seniority.

- C. In any reduction of the working force, probationary employees shall be the first laid off. Thereafter, employees shall be laid off in reverse order of seniority. Recalls to work shall be made in order of seniority, i.e., the most senior employee shall be first recalled and the least senior employee shall be the last recalled. No new employees shall be hired while any employee with higher seniority is on layoff.
- D. For the purpose of determining seniority for current employees of the Parking Authority joining the Union, the date of seniority will start on the first day of employment with the Parking Authority or its predecessor, the Department of Public Works of the City of Jersey City.

ARTICLE IV

HOLIDAYS AND PERSONAL DAYS

A. Full time employees of the Parking Authority who have completed their probationary period shall receive fifteen (15) paid holidays per year, as follows:

New Year's Day

Martin Luther King Day

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Forth of July (Independence Day)

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Friday after Thanksgiving Day

Christmas Day

General Election Day (November)

B. If a holidays falls on a Saturday, is shall be observed on the preceding Friday. If a holiday falls on as Sunday, it shall be observed on the following Monday.

C. No employee shall be paid for a holiday unless he or she works his or her last scheduled workday preceding the holiday and his or her first scheduled work day following the holiday.

D. If a full time employee who has completed his or her probationary period is required to work on a holiday due to unusual conditions which result in the

employee working on a day he or she would not normally have worked, the employee will receive his or her regular holiday pay plus double time for the hours worked on the holiday. If the employee is scheduled to work on the holiday in question, he or she will receive time and one-half for the hours worked in addition to regular holiday pay.

- E. Full time employees of the Union who have completed their probationary period shall receive three (3) personal day per year beginning January 1, 2012. Each personal day shall equal one scheduled shift. These days must be used within fifteen (15) months. If not used within fifteen months (January through March of the following year) the days will be forfeited.

ARTICLE V

SICK LEAVE

A. Full time employees of the Parking Authority who have completed their probationary period shall be entitled to paid sick leave in accordance with the following schedule.

First calendar year
of employment 8 hours per every two months of employment

Second through forth year of
employment..... 96 Hours per calendar year

Each succeeding calendar
year of employment..... 120 hours per calendar year

B. 1. Sick time will be credited to an employee's bank at the beginning of each calendar year (January). It is anticipated that sick time will be used in the calendar year earned.

2. Paid sick leave not used in the year earned may be accumulated and carried from year to year with no limit. However, beginning January 1, 2012, there shall be no cash-payout of unused sick days at the termination of employment with the JCPA for days earned after December 31, 2011.

3. At the beginning of each calendar year, employees will receive written notification of sick time accruals (current and banked) and will acknowledge their agreement by signature.

4. The current year's accumulated sick time shall be deducted first. If an employee uses all that year's sick time, then any further deductions, shall come from his/hers accumulated sick time.

5. Employees shall retain all accrued sick time on the books as of December 31, 2011 and may carry that balance over from year to year. At the termination of/or retirement from employment, the employee will be eligible for a cash payout of 100% of any unused sick time accumulated through 12-31-11 (minus any days utilized in subsequent years at the 2011 rate of pay.) Payments shall be made by the Parking Authority no later than one (1) month after the employees' last day of employment.

C. Any full time employee who's regularly scheduled workday is ten (10) hours will be assessed 1.25 sick days for every regularly scheduled workday, on which sick time is taken.

D. Any employee hired prior to October 1st of a calendar year will have that year count as a year in service in calculating sick time. Any employee hired between October 1st and December 31st of a calendar year will not have that year count as a year in service in calculating sick time.

E. All employees will be covered by New Jersey State Disability Insurance in accordance with applicable law.

F. An employee who terminates employment for any reason during any calendar year and is eligible for paid sick leave under this Article shall be credited with a pro-rated amount of sick days for that year.

ARTICLE VI

JURY DUTY

- A. In the event any employee is required to serve jury duty he or she must submit a copy of the jury duty notice to the Parking Authority not less than thirty (30) days prior to the date on which his or her jury duty begins. Any full time employee who has completed his or her probationary period shall be paid for his or her period of jury service, provided he or she submits timely notice of jury duty as required in the Article and further provided he or she assigns to the Parking Authority all other payments received for jury service.
- B. Employees who are called to jury duty in courts utilizing a "call in" system, must report to work when not required to appear for jury duty.
- C. Employees must submit an attendance report from the court showing the days and dates served.

ARTICLE VII
LEAVE OF ABSENCE

- A. Union Leave: Unpaid leaves of absence shall be granted to not more than two (2) Union officers and delegates for attendance at official Union conventions, institutes or educational conferences. Such unpaid leaves of absence for Union conventions, institutions or educational conferences must be approved by the Parking Authority.
- B. Unpaid Leave: Any full time employee who has completed his or her probationary period may apply for unpaid leave of absence, not to exceed one (1) year in duration, to deal with personal business. Such unpaid leaves for personal business may be reviewed and approved by the Parking Authority. The decision of the Parking Authority to approve or deny request for unpaid leave is final and cannot be contested under the parties contractual grievance and arbitration procedure. Benefits lapse after one month. Cobra benefits can be applied for.
- C. Bargaining Leave: If it is necessary for an employee to attend a grievance meeting or collective bargaining session while on duty, he or she will be excused from duty without loss of pay, provided, however, that compensation shall not be paid for time the employee normally would not be on duty and provided further that this benefit shall not be extended to more than two (2) employees on any given occasion.

ARTICLE VIII

WAGES

- Effective on January 1, 20012, the yearly salary in effect shall increase by 2.0%
- Effective on January 1, 20113, the yearly salary in effect shall increase by 2.25%
- Effective on January 1, 2014, the yearly salary in effect shall increase by 2.5%

ARTICLE IX

INSURANCE

- A. The health insurance plan in existence on the effective date of this Agreement shall be maintained at the same or equivalent level of benefits for the duration of this Agreement. Coverage shall commence on the first of the month following sixty (60) full days of employment.
- B. The group dental plan in existence on the effective date of this Agreement shall be maintained at the same or equivalent level of benefits for the duration of this Agreement. In addition employees shall be given the option of enrolling in a HMO based dental plan. Each full time employee shall be eligible for enrollment in the group dental plan. Coverage shall commence on the first day of the month following one month of continuous full time employment.
- C. Every full time employee who has completed his/her probationary period shall be eligible for an annual reimbursement of up to \$200.00 for purchase and repair of eyeglasses for himself/herself and up to \$75.00 annual reimbursement for his/her dependents. In order to receive such reimbursement, the employee shall submit to the Parking Authority the bill, receipt of other appropriate proof of expenditure for the purchase or repair of eyeglasses within thirty (30) days of the date of such expenditure.
- D. A prescription plan through the New Jersey State Health Benefits shall be maintained for the duration of this Agreement. Coverage shall commence on the first of the month following sixty (60) days of continuous employment.

ARTICLE X

VACATIONS

A. Full time employees who have completed their probationary period shall earn vacation with pay in accordance with the following schedule, based upon the anniversary of the full time employee's date of hire:

Up to 1 year	8 hours/month
1 through 4 years	136 hours
5 through 9 years	160 hours
10 through 14 years	200 hours
15 years and over	240 hours

B. Employees shall retain all accrued vacation time on the books as of December 31, 2011 and may carry that balance over from year to year. At the termination of/or retirement from employment, the employee will be eligible for a cash payout of 100% of any unused vacation time accumulated through 12-31-11 (minus any days utilized in subsequent years at the 2011 rate of pay.) Payments shall be made by the Parking Authority no later than one (1) month after the employees' last day of employment.

B 1. AS OF JANUARY 1, 2012:

Employees shall continue to accrue Vacation time as described in (A) above at the rate of pay in the year it is earned. It is intended that vacation time will be used in the year it is earned or as follows:

1st Year of Employment/ 48 hours.....Use or Lose

136 hours earned.....Use or Lose

160 hours earned.....Employee may carry over 40 hours of
vacation time.

200 hours earned.....Employee may carry over 40 hours of
vacation time or cash-out 40 hours at 75% value,
but not both.

240 hours earned.....Employee may carry over eighty (80) hours
of vacation time or cash-out 40 hours at
75% value, but not both.

In all cases, employees shall not be allowed to accrue more than 225 hours of
carry-over (banked) time.

B 2. An employee who voluntarily terminates employment, for any reason during the
calendar year, shall have the following options to collect the accumulated vacation
(up to 240 hours + any pre-December 31, 2011-time):

1.) Terminal Leave: Takes all accumulated vacation time and remains on
the payroll until the time is exhausted.

2.) Lump Sum Payment: Takes a lump sum payment of all accumulated
vacation hours paid at 100%. Payment shall be made within one month of
separation.

B 3. Employees seeking to sell back vacation pursuant to paragraph B 1 shall provide 30
days written notice to Management when requesting a payment for vacation time.
However, Employees seeking payment for vacation time between June 1 and August
31 of the year shall notify management in writing no later than April 15 of the year of
their request. Employees seeking payment for vacation time between November 15
and December 31 shall notify Management in writing no later than September 15 of
the year of their request.

- C. Employees must work the scheduled work day immediately before and immediately following any scheduled vacation. Employees will not be paid for any consecutive sick days taken immediately before or immediately following any scheduled vacation.
- D. Employees shall submit their proposed vacation schedules requests no later than February 15th any given year. Vacation will be granted by March 15th any given year. The Parking Authority shall attempt to schedule vacations at the time most desired by the employees, the final right to determine vacation schedules and the number of employees on vacation at any given is reserved by the Parking Authority. Employees may use a maximum of two weeks during the summer. A third week may be granted during the summer period at the discretion of the Authority. Summer vacation period runs June 15th through September 15. Seniority will be used in granted vacation requests
- E. The Parking Authority reserves the right to recall employees from vacation when necessary to ensure an adequate level of manpower, to deal with emergency situations, or to assure the presence of employees with requisite skills or abilities necessary for continued efficient operations.
- F. An employee who terminates employment for any reason during any calendar year and is eligible for paid vacation under this Article shall be credited with pro-rated vacation for that year.
- G. An employee who terminates employment for any reason during any calendar year shall have the following options to collect the accumulated vacation:
1. Terminal Leave: Takes all accumulated vacation time and remains on the payroll until time is exhausted.
 2. Lump Sum Payment: Takes a lump sum payment and paid six hours for every eight hours owed. Payment made within one (1) month of separation.

H. Any employee hired prior to October 1 * of a calendar year will have that year count as a year in service in calculating sick and vacation time. Any employee hired between October 1st and December 31" of a calendar year will not have that year count as a year in service in calculating sick and vacation time.

ARTICLE XI

GRIEVANCE PROCEDURE

- A. The purpose of this grievance procedure is to insure efficiency and promote employee morale. The term "grievance" as used herein means a dispute between the parties over the interpretation, application or violation of this Agreement or of policies and management decisions affecting the employees. In the event of any such grievance, adjustment shall be sought in accordance with this Article.
- B. (1) All grievances involving the interpretation or application of the terms of this Agreement shall be in writing. It shall be discussed by the employees involved and the Shop Steward with the Division Director within three (3) business days.
- (2) In the event that such grievance is not settled within five (5) business days from the time it is presented in writing to the Division Director then the Chief Shop Steward shall present the grievance to the Chief Executive Officer or his/her designee of the Parking Authority. The grievance shall thereupon be discussed at a meeting consisting of the employee involved, the Union, The Shop Steward, the Chief Executive Officer of the Parking Authority or his/her designee. The meeting shall be conducted within ten (10) business days from the date the grievance is submitted unless the Union and the Parking Authority agree to conduct the meeting at a later date.
- C. In the event a grievance is not settled within five (5) business days after the date of the grievance meeting described in Section B-2 above, and the grievance concerns the interpretation, application or alleged violation of the terms of this Agreement, the Union may submit the grievance to binding arbitration before an arbitrator appointed by the New Jersey Public Employment Relations Commission. Such a request for binding arbitration must be submitted in writing by the Union to the New Jersey Public

Employment Relations Commission within five (5) business days of the date upon which the grievance is denied, or the date upon which the grievance fails to be settled, whichever is earlier.

- D. The designated arbitrator shall be bound by the provisions of this Agreement and the applicable laws of the State of New Jersey and of the United States. The arbitrator shall be restricted to the question of contract interpretation presented. The arbitrator shall not have the authority to add to, modify, subtract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. In rendering his/her written decision, the arbitrator shall indicate in detail his/her findings of fact and reasons for making the award. The arbitrator shall conduct the arbitration in accordance with the grievance arbitration rules of the Public Employment Relations Commission. The decision and award of the arbitrator shall be final and binding upon the parties and upon all grievances. The costs of the service of the arbitrator shall be borne equally between the Parking Authority and the Union. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the party incurring same. Each arbitration shall be limited to one grievance unless otherwise agreed to in writing by the parties.
- E. Authority Grievances. Any grievance which the Parking Authority may have against the Union shall be submitted in writing to the Union. Representatives of the Union and Parking Authority shall meet within ten (10) business days from the date the grievance is submitted unless the Union and Parking Authority agree to conduct the meeting at a later date. If the grievance is not resolved, the Parking Authority may, within five (5) business days, submit the dispute to binding arbitration as provided in this Article.

- F. The failure of the Union to file a grievance within the time periods contained in this Article shall constitute an absolute waiver of the grievance and shall deprive the arbitrator of jurisdiction to hear the grievance and this shall be deemed a denial of the grievance on all applicable grounds.
- G. The parties hereby agree that any judicial action to compel compliance with the binding arbitration clause of this contract, to confirm or enforce any arbitration award entered pursuant to this Article, or to vacate or modify any arbitration award entered pursuant to this Article, or to vacate or modify any arbitration award entered pursuant to this Article, shall be processed in accordance with the New Jersey Arbitration Act, N.J.S.A. 2A-24-1, et seq.
- H. An employee shall perform all duties as instructed even though he/she may feel aggrieved. During the pending of any grievance, the employee shall continue to comply with all work directives and work rules applicable to him/her notwithstanding that any such work directives or work rules are the subject of the pending grievance, except where compliance would pose a direct threat to the life and safety of the employee.
- I. It is understood and agreed that a decision of the Union not to exercise its right to request arbitration shall be final and binding upon the members of the bargaining unit and it is further understood and agreed that the Union and its designated representatives have the authority to settle any grievance at any step.

ARTICLE XII

ANTI-DISCRIMINATION

There shall be no discrimination against any employee because of his/her race, color, religion, creed, national origin, sex, sexual orientation, union affiliation or political activity.

ARTICLE XIII

NO-STRIKE CLAUSE

The Union agrees that it will not call any work stoppage during the terms of this Agreement. The Parking Authority agrees that there shall be no lockout of employees during the term of this Agreement.

ARTICLE XIV

BEREAVEMENT LEAVE

Full time employees, who have completed their probationary periods, shall be allowed time off from the day of death up to and including the day after the funeral, but not to exceed five (5) days paid leave, in the event of a death in their immediate families. For the purposes of the Article, "immediate family" is defined to include spouse, civil union partner, parents, brothers, sisters, children, grandparents, mother-in-law and father-in-law.

ARTICLE XV

MANAGEMENT RIGHTS

- A. The Union and the Parking Authority agree that the provisions of this Agreement are limited to wages and working conditions of the employees covered and that no provision of this Agreement shall be construed or interpreted to restrain the Parking Authority's full and absolute right to operate, control and manage its operations and to determine the manner and means of providing services to the public.
- B. The following subjects are within the managerial rights of the Parking Authority:
1. The right to determine the size of the work force.
 2. The right to promote, transfer, re-assign and lay off employees, with Union consultation.
 3. The right to institute random drug testing.
 4. The right to determine work standards; to determine, establish modify and eliminate means and methods of operations; to implement improvements of changed in technology; to utilize new equipment; and, to control the quality of services with Union consultation.
 5. The right to determine when and whether to fill job vacancies.
 6. The right to evaluate jobs by a consistent evaluation process approved by the Union.
 7. The right to select and hire employees from any source
 8. The right to discipline and discharge employees in accordance with Article XVI, "Discharge, Discipline and Suspension".

9. The right to create, abolish and amend work shifts and to assign employees to work shifts as deemed necessary or appropriate by the Parking Authority with permission of the Union.
 10. The right to determine and establish the regular hours of work for employees, not to exceed forty hours per week; provided, however, that the Parking Authority retains the right to require employees to work overtime on a regular basis as the Parking Authority deems necessary or appropriate with consultation with the Union.
 11. The right to require overtime work and to assign overtime work to such employees as the Parking Authority considers qualified for the particular task to be performed. This section shall not apply when overtime was offered but refused.
 12. The right to create new titles, salaries, positions and duties in consultation with the Union.
 13. The right to enter into any contractual services agreements, except those pertaining to privatization of job positions held by Union personnel.
- C. The Parking Authority retains the right to implement, repeal and amend reasonable work rules without the need to negotiate such rules with the Union or to obtain agreement concerning such rules from the Union; provided, that the Union shall be notified prior to implementation, repeal or amendment of any work rule and provided further that the Parking Authority shall adopt no rule which conflicts with any provision of the Agreement.
- D. In the event of a weather emergency, as determined by the Chief Executive Officer, employees hereby agree to be assigned duties not associated with those duties performed as Parking Authority employees. Assignments shall be made on a

voluntary basis. This clause shall apply to all employee and shall be subject to the grievance procedure for that day or part of that day when weather emergency arose, as determined by the Chief Executive Officer. This applies to those employees subject to the elements.

ARTICLE XVI

DISCHARGE, DISCIPLINE OR SUSPENSION

- A. The Parking Authority shall have the right to maintain discipline and efficiency in its operations. It shall, have the right to discharge, suspend or discipline any employee for just cause.
- B. The following infractions shall constitute grounds for immediate discharge:
1. Possession of and/or use of any controlled, dangerous substances, paraphernalia and/or intoxicants at any time on or off Parking Authority premises while on duty.
 2. Theft of funds or property belonging to the Parking Authority, to a fellow employee, or to any other person.
 3. Theft of time or other dishonesty pertaining to work.
 4. Insubordination: must be substantiated.
 5. Excessive absenteeism, pattern absenteeism or habitual lateness: must be substantiated.
 6. Deliberate abuse of or damage to equipment, materials or property of the Parking Authority or others.
 7. Carelessness or endangering the safety of oneself or others and endangering the property of the Parking Authority or others.
 8. Leaving assigned duty without permission.
 9. Non-compliance with the uniform code and dress policy.
 10. Accepting other employment while on leave of absence from the Parking Authority, except where the Parking Authority grants permission for such other employment in advance.
 11. Incompetence or inefficiency: must be substantiated.
 12. Disregard of established workplace procedures.

13. Failure to perform assigned work.
 14. Utilizing Parking Authority vehicles for unauthorized purposes or permitting unauthorized individuals to use Parking Authority vehicles or other Parking Authority property.
 15. Sleeping, reading, doing personal work or attending to personal business during working time.
 16. Negligence or carelessness in performance of one's job duties.
 17. Participating in any political activity while on duty with the Parking Authority, this includes use of Parking Authority property.
 18. Any action of a nature comparable to those enumerated above.
- C. For any cause not enumerated in Section B, the Parking Authority shall take such disciplinary action as it deems appropriate under the circumstances of the case.

ARTICLE XVII

OVERTIME

- A. For work performed in excess of forty (40) hours in any week, employees shall be paid at the rate of one and one-half their regular hourly rate of pay. Work performed on Holidays and Sundays shall be paid at the rate of double time.
- B. Employees are required to work any overtime requested of them. Whenever practical, the Parking Authority will provide at least two hours prior notice to the employees who are to work overtime. Overtime shall be offered by seniority whenever possible, including Liberty State Park or any other special events.
- C. For purposes of this Article, a "week" is defined as a calendar week; that is, a seven day period commencing on Sunday and ending the following Saturday.
- D. Entitlement to overtime compensation shall be based only upon time actually worked calculated up to the next quarter hour. For example, if an employee works one hour and twenty-five minutes in excess of forty hours, the rate of overtime to be paid is one and one-half hour.
- E. In the event the City requests assistance for a special event, which requires an employee to work on a day he or she would not normally have worked, the employee will receive double time for their hours worked in that day.
- F. Any Supervisors, Lieutenant and above who work a Saturday tour in the Communications Booth shall in addition to regular compensation receive four (4) hours of compensatory time for each Saturday tour worked.

ARTICLE XVIII

INVOLUNTARY RESIGNATION

- A. If an employee is absent from work for a period exceeding five (5) scheduled workdays without notification to the Parking Authority, the employee shall be deemed to have involuntarily resigned his/her employment.
- B. If an employee fails to report for duty within five (5) scheduled work days after the expiration of any authorized leave, the employee shall be deemed to have involuntarily resigned his/her employment.

ARTICLE XIX

SCOPE OF NEGOTIATIONS

- A. The Parking Authority and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the scope of collective negotiations and the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- B. The Parking Authority and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waive the right to negotiate collectively and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, including fringe benefits, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated and signed this Agreement.
- C. This Agreement constitutes the sole and exclusive source of employee wages and benefits and all employee benefits not expressly enumerated herein shall become null and void as of the effective date of this Agreement and shall be discontinued.

ARTICLE XX

SEVERABILITY AND SAVINGS

Each and every clause of this Agreement shall be deemed severable from each and every other clause of this Agreement. To the extent any clauses shall be determined to be in violation of law, such clause or clauses shall be deemed void without impairing, the validity and enforceability of the rest of the Agreement, including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

ARTICLE XXI

ALTERATION OF AGREEMENT

No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Parking Authority and in no case shall be binding upon the parties hereto, unless such agreement is made and executed in writing between the parties.

ARTICLE XXII

UNIFORMS

The Parking Authority shall provide a payment of \$275.00 per year for cleaning of uniforms. This Article only applies to all uniformed personnel including office personnel who starting May 1, 2012 shall be required to wear approved casual uniforms with the JCPA insignia on the left chest area of the shirt and approved pants. This casual uniform requirement shall not apply to Roz Piccillo and she shall not be eligible for the \$275 payment. The payment shall be made annually on the employees anniversary date. Employees shall be permitted to wear JCPA turtlenecks under the winter uniform in lieu of a necktie.

During the life of the contract all uniformed enforcement personnel shall receive a payment of up to \$100 as direct reimbursement for the purchase of approved safety footwear. Proof of purchase and receipt shall be required to be submitted for reimbursement.

ARTICLE XXIII

TERMS OF AGREEMENT

- A. This Agreement shall be in effect for the period beginning January 1, 2012 and ending December 31, 2014, at which time the Agreement shall be expire unless an extension is agreed to in writing by the parties prior to the expiration date.
- B. If either party wishes to terminate, amend or otherwise modify the terms of this Agreement at the time of expiration, the party must notify the other in writing not less than ninety (90) days prior to the expiration date.
- C. This Agreement shall be subject to ratification by the Board of Commissioners of the Parking Authority.

IN WITNESS WHEREOF, the Union and Parking Authority have executed this Agreement on the 24 day of April, 2012

Parking Authority of the

Production Workers

City of Jersey City

Union Local #148

By: Mary J. Parretti

By: Charles Clemenza
Ramon Laza
for on [Signature]